

MAY 08 2018

SEAN F. McAVOY, CLERK
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UNITED STATES OF AMERICA,

Plaintiff,

VS.

SALVADOR GUDINO CHAVEZ,

Defendant.

4:15-CR-6049-EFS-11

Plea Agreement

Plaintiff, United States of America, by and through Joseph H. Harrington, United States Attorney for the Eastern District of Washington, and Stephanie Van Marter, Assistant United States Attorney for the Eastern District of Washington, and Defendant SALVADOR GUDINO CHAVEZ, and the Defendant's counsel, Gregory Scott, agree to the following Plea Agreement:

1. Guilty Plea and Maximum Statutory Penalties:

The Defendant, SALVADOR GUDINO CHAVEZ, agrees to enter a plea of guilty to Count 2 of the Second Superseding Indictment filed on December 6, 2016, charging the Defendant with Conspiracy to Commit Money Laundering, in violation of 18 U.S.C. § 1956 (a)(1), (a)(2) and (h).

1 The Defendant, SALVADOR GUDINO CHAVEZ, understands that the
2 charge contained in the Second Superseding Indictment is a Class B felony
3 charge. The Defendant, SALVADOR GUDINO CHAVEZ, also understands that
4 the maximum statutory penalty for Conspiracy to Commit Money Laundering, in
5 violation of 18 U.S.C. § 1956 (a)(1), (a)(2) and (h), is a term of imprisonment of
6 not more than 20 years imprisonment; a fine up to \$500,000 or two times the
7 amount of money laundered, whichever is greater; a term of supervised release of
8 not more than 3 years; **Deportation**, and a \$100 special penalty assessment.

9 The Defendant, SALVADOR GUDINO CHAVEZ, understands that a
10 violation of a condition of supervised release carries an additional penalty of re-
11 imprisonment for all or part of the term of supervised release without credit for
12 time previously served on post-release supervision.

13 2. The Court is Not a Party to the Agreement:

14 The Court is not a party to this Plea Agreement and may accept or reject
15 this Plea Agreement. Sentencing is a matter that is solely within the discretion of
16 the Court. The Defendant understands that the Court is under no obligation to
17 accept any recommendations made by the United States and/or by the Defendant;
18 that the Court will obtain an independent report and sentencing recommendation
19 from the U.S. Probation Office; and that the Court may, in its discretion, impose
20 any sentence it deems appropriate up to the statutory maximums stated in this
21 Plea Agreement.

22 The Defendant acknowledges that no promises of any type have been made
23 to the Defendant with respect to the sentence the Court will impose in this matter.
24 The Defendant understands that the Court is required to consider the applicable
25 sentencing guideline range, but may depart upward or downward under the
26 appropriate circumstances.

1 The Defendant also understands that should the sentencing judge decide
2 not to accept any of the parties' recommendations, that decision is not a basis for
3 withdrawing from this Plea Agreement or a basis for withdrawing his plea of
4 guilty.

5 3. Effect on Immigration Status:

6 The Defendant recognizes that pleading guilty may have consequences
7 with respect to his immigration status if he is not a citizen of the United States.
8 Under federal law, a broad range of crimes are removable offenses, including the
9 offense to which the Defendant is pleading guilty. Indeed, because the Defendant
10 is pleading guilty to Conspiracy to Commit Money Laundering, in violation of 18
11 U.S.C. § 1956 (a)(1), (a)(2) and (h), removal is presumptively mandatory.
12 Removal and other immigration consequences are the subject of a separate
13 proceeding, however, and the Defendant understands that while deportation
14 and/or removal appears to be a virtual certainty, no one, including his attorney or
15 the district court, can predict with absolute certainty the effect of his conviction
16 on his immigration status. The Defendant nevertheless affirms that he wants to
17 plead guilty regardless of any immigration consequences that his plea may entail,
18 even if automatic removal from the United States is a virtual certainty.

19 4. Waiver of Constitutional Rights:

20 The Defendant, SALVADOR GUDINO CHAVEZ, understands that by
21 entering this plea of guilty the Defendant is knowingly and voluntarily waiving
22 certain constitutional rights, including:

- 23 (a). The right to a jury trial;
24 (b). The right to see, hear and question the witnesses;
25 (c). The right to remain silent at trial;
26 (d). The right to testify at trial; and

1 (e). The right to compel witnesses to testify.

2 While the Defendant is waiving certain constitutional rights, the Defendant
3 understands the Defendant retains the right to be assisted through the sentencing
4 and any direct appeal of the conviction and sentence by an attorney, who will be
5 appointed at no cost if the Defendant cannot afford to hire an attorney. The
6 Defendant also acknowledges that any pretrial motions currently pending before
7 the Court are waived.

8 5. Elements of the Offense:

9 The United States and the Defendant agree that in order to convict the
10 Defendant of Conspiracy to Commit Money Laundering, in violation of 18
11 U.S.C. § 1956 (a)(1), (a)(2) and (h), the United States would have to prove
12 beyond a reasonable doubt the following elements:

13 *First*, beginning on a date unknown but by on or about January 2010
14 and continuing until March 2017, in the Eastern District of Washington
15 and elsewhere, the Defendant, SALVADOR GUDINO CHAVEZ,
16 entered into an agreement with one or more persons to commit the crime
17 of Money Laundering in violation of 18 U.S.C. § 1956(a)(1) and (a)(2), as
18 charged in the Second Superseding Indictment; and

19 *Second*, the Defendant became a member of the conspiracy knowing
20 of at least one of its objects and intending to help accomplish it.

21 The elements of Money Laundering, in violation of 18 U.S.C. 1956(a)(1)(B) are
22 as follows:

23 *First*, the Defendant conducted a financial transaction involving
24 property that represented proceeds of the Conspiracy to and Distribution
25 of Controlled Substances;
26

1 *Second*, the Defendant knew that the property represented proceeds
2 of some form of unlawful activity;

3 *Third*, the Defendant knew that the transaction was designed in
4 whole or in part to disguise the nature, location, source, ownership or
5 control of the proceeds with the intent to promote the specified unlawful
6 activity.

7 The elements of International Money Laundering, in violation of 18 U.S.C.
8 1956(a)(2) are as follows:

9 *First*, the Defendant knowingly transferred or caused to be
10 transferred money from a place outside the United States to a place inside
11 the United States; and

12 *Second*, the Defendant acted with the intent to promote the
13 conspiracy to and distribution of controlled substances.

14 7. Factual Basis and Statement of Facts:

15 The United States and the Defendant stipulate and agree that the following
16 facts are accurate; that the United States could prove these facts beyond a
17 reasonable doubt at trial; and these facts constitute an adequate factual basis
18 SALVADOR GUDINO CHAVEZ's guilty plea. The parties acknowledge there
19 are global facts pertaining to the overall conspiracy included within this factual
20 statement to which the Defendant does not have personal knowledge. However,
21 the Defendant agrees and stipulates that the facts as they pertain directly to his
22 involvement, are accurate. This statement of facts does not preclude either party
23 from presenting and arguing, for sentencing purposes, additional facts which are
24 relevant to the guideline computation or sentencing, unless otherwise prohibited
25 in this agreement.

1 Members of the FBI Eastern Washington Safe Streets Violent Gang Task
2 Force- Tri-Cities (EWVGSSTF) have been investigating a transnational drug
3 trafficking organization operating herein the Eastern District of Washington and
4 elsewhere since at least 2011 identified as the Ivan Hernandez Calvillo Drug
5 Trafficking Organization (DTO). During that investigation, Ivan Hernandez
6 Calvillo ((hereinafter Ivan) and Jese David Carillo Casillas (hereafter Casillas)
7 were identified as a high-ranking members of the DTO. Members of the Task
8 Force, through the interviews of multiple cooperating Defendants and drug
9 seizures, learned the DTO was utilizing backpackers to physically carry
10 quantities of cocaine and methamphetamine from the Eastern District of
11 Washington through a trail system into Canada for distribution.

12 During this same time-frame, members of the Boston DEA were
13 conducting a parallel investigation into the money laundering activities of the
14 Ivan Hernandez Calvillo DTO. The DTO was moving bulk cash out of Canada
15 that it had gained through the sale of cocaine, heroin, and methamphetamine. The
16 DEA successfully placed an undercover operator (DEA UC) into the money-
17 laundering network. The basic need the DEA UC filled for the organization was
18 his ability to accept Canadian cash, deposit it, wash it electronically through his
19 business, and then wire US currency out in smaller deposits in Mexico and the
20 United States. The DEA UC would then charge a commission or percentage for
21 the washed cash, keep that percentage and report to Ivan and later Jese Casillas as
22 to the remaining amount available for wire transfer. This relationship ultimately
23 cultivated into Ivan and the organization seeking the DEA UC's assistance in
24 developing a new drug distribution group in Vancouver BC with ties to China.

25 In October 2014, an undercover money laundering operation was initiated
26 by Royal Canadian Mounted Police Federal Serious Organized Crime Unit

1 (RCMP FSOC) members to collect bulk money in the area of Vancouver, British
2 Columbia from the DTO and to deliver it to the DEA investigators. Between
3 October 2014 and July 2016, Ivan, and later Casillas, were in direct
4 communication with the DEA UC via recorded What's App messenger and
5 arranged for approximately 15 cash money drops to be laundered by the DEA
6 UC. The way the code worked was that Ivan or Casillas provided the DEA UC a
7 serial number of a piece of currency. The DEA UC would communicate that
8 serial number so that when the two associates would meet, they would compare
9 serial numbers. Once that was confirmed, the money was handed off. The
10 amount laundered during these money drops totaled over \$1.6 million Canadian
11 Dollars.

12 The Defendant, SALVADOR GUDINO CHAVEZ was identified during
13 the course of the investigation as an associate of Co-Defendant Saucedo who in
14 turn was a relative of Casillas. Saucedo and the Defendant were further
15 identified as working for the organization in the Los Angeles, CA area assisting
16 with money laundering as well as utilizing their location as a halfway point for
17 drug shipments.

18 On November 24, 2015, Calvillo arranged for one of the aforementioned
19 cash money drops, however, this time Calvillo arranged for an unindicted
20 associate to deliver \$80,000 in US currency to an alleged associate of DEA UC in
21 Overland Park, Kansas. An agent out of the DEA office in Kansas City acted as
22 the UC who was to pick up the funds. During the meet, Calvillo's associate
23 handed the UC a bag with a shoe box and stated it was a size 8, referring to
24 \$80,000 US currency. The UC confirmed the amount through the bank and
25 deposited the \$80,000 US currency in the undercover account. Based upon the
26 percentage the DEA UC agreed to charge to launder the money, the organization

1 received \$76,800 back. The DEA UC was given instructions by Calvillo to wire
 2 \$2400 to a Bank of America account in the name of Co-defendant Gabriela
 3 Mendoza (Calvillo's wife). The remaining \$74,400 in funds was transferred to
 4 various accounts in Mexico, however, several of the wire transfers to Mexico
 5 were rejected. As a result, Calvillo sent new instructions to wire the US currency
 6 to additional accounts here in the US which included \$5000 to a Wells Fargo
 7 account in Casillas' name in Kennewick, WA and \$4900 to an account in LA for
 8 the Defendant.

9 On December 2, 2015, another money drop was arranged by Calvillo. The
 10 United States would present evidence that Calvillo arranged for and orchestrated
 11 the money drop utilizing the person known to the investigation as the Vancouver
 12 leader/organizer (fugitive) who in turn arranged for Co-Defendant Adam
 13 Goldring to assist. Text messages were exchanged between RCMP UC1 and the
 14 Vancouver leader/organizer. The meet location was agreed to be the parking lot
 15 of IGA Foods in Langley, British Columbia. Surveillance units observed
 16 Goldring arrive. Goldring gave RCMP UC1 a white cloth bag. When asked by
 17 RCMP UC1 if he had a count, Goldring said that he did not, as he was only told
 18 by "Senor 500" to deliver the package. "500" is a nickname previously known to
 19 be used by Calvillo. Calvillo directed that \$6000 of the funds to be wired to ~~the Co-~~
 20 Defendant ^{Gabriella Mendoza} at the same Bank of America account located in Pasco WA on
 21 December 4, 2015, On December 8, 2015, Casillas received approximately
 22 \$1689.00 in money wire transactions from this money drop.

23 Calvillo was murdered in Mexico on December 13, 2015. The United
 24 States would present evidence that after Calvillo was murdered, Casillas stepped
 25 in and took over all communications with the DEA UC on the money laundering
 26 aspect as well as additional drug transaction negotiations.

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1 On January 29, 2016, Casillas arranged for and met with the DEA UC in
2 Seattle, WA for the purpose of discussing how the business would operate in the
3 absence of Calvillo. This meeting was audio and video recorded. Casillas
4 arrived with Co-Defendant Gabriela Mendoza, Calvillo's wife, and one of their
5 children. The context of the conversation revolved around the drug and money
6 laundering business. When the DEA UC questioned as to whether it was
7 appropriate for Mendoza to be there listening, Casillas stated it was his job now
8 to take care of her financially. The meeting went on for over two hours where
9 the details of the drug trafficking and money laundering operation were discussed
10 to include naming the associates in Canada who assisted with the drug sales and
11 money drops.

12 On March 1, 2016, another money drop was coordinated directly between
13 Casillas and the DEA UC. Casillas arranged through the Vancouver
14 leader/organizer to again send Goldring to meet with the RCMP UC1. RCMP
15 UC1 introduced a second undercover at this meet, RCMP UC2. Surveillance
16 units observed Goldring arrive at the meet location. Goldring introduced himself
17 to the RCMP UC2 as "Adam." Goldring turned over a duffle bag to RCMP UC1
18 and indicated he did not know how much was in the bag. RCMP UC1 inquired
19 of Goldring as to future purchases of heroin, using the code/slang term "pants."
20 Goldring stated that he would speak to his bosses and call her back. The bulk
21 currency in the bag was later counted and confirmed to be \$46,950 Canadian and
22 \$7,000 U.S. currency. Based upon the percentages charged for laundering the
23 money and the conversion rates, \$39,419.78 was made available back to the
24 organization as clean money. Once the money drop was made, Casillas directed
25 the DEA UC where to wire the US currency. Co-Defendant Saucedo received
26 two separate wire transfers from this cash drop: \$5000.00 on March 3, 2016 and

1 another \$4379.78 on March 14, 2016. The Defendant also received **\$5000.00** of
2 the funds and his wife, Claudia Franco received \$10,000 in two money wire
3 transfers. Casillas' wife/significant other Daisy Camacho also received \$5000.00
4 from this same money drop in Kennewick WA.

5 On March 18, 2016, the Defendant was observed with Casillas at a bus
6 station in Riverside, CA. The Defendant was observed walking with a cane and
7 utilizing a vehicle registered to a Claudia Franco, his wife. During the
8 surveillance, the Defendant and Casillas loaded four tires onto a bus. During that
9 time, a DEA CHS was present and knew the tires to contain a load of controlled
10 substances. On March 19, 2016, Co-Defendant Figueroa was observed meeting
11 the bus and picking up the tires in Casillas' jeep (a jeep that had been utilized to
12 transport narcotics in the past). On March 21, 2016, Figueroa was seen pulling
13 the tires from a previously identified vehicle utilized by the organization, the
14 Altima on pole camera at Casillas' residence. The tires were not seized at that
15 time.

16 In early April 2016, Casillas began to discuss with the DEA UC, a large
17 cash pick-up this time to take place in New York. Casillas also wanted the DEA
18 UC to arrange for the majority of the cash drop to be hand delivered, not wired,
19 to Saucedo in Los Angeles. Casillas arranged for one of his associates, a then
20 unknown male to meet with a designated undercover agent from the Bronx DEA
21 office. The associate, at the direction of Casillas and in tandem with What's app
22 messaging with the DEA UC, met with the Bronx undercover on April 8, 2016.
23 The associate handed the UC a blue piece of luggage and stated it contained
24 \$265,000.00. The total amount delivered was confirmed to be \$264,990.00 in US
25 currency. Absent the agreed upon commission for laundering the money and a
26 withheld amount of \$7,759 for money wire transfers as requested by Casillas,

1 \$244,240.00 was ultimately transferred via agents to Los Angeles for the
2 anticipated delivery to Saucedo.

3 On April 13, 2016, at the direction of Casillas and through the DEA UC,
4 an undercover agent arranged to meet with Saucedo in Los Angeles in order to
5 deliver the bulk cash. The meeting was video and audio recorded. The UC
6 delivered the bulk cash to Saucedo. A short while after the meet, agents arranged
7 for a traffic stop of Saucedo and his vehicle. During the traffic stop, the bag
8 which contained the bulk cash was located in the vehicle and was seized. The
9 total amount seized was the \$244,240.00.

10 The remaining balance as noted above of \$7,759, was wired to various
11 bank accounts at Casillas's instruction. On April 11, 2016, two days before the
12 bulk cash delivery, Saucedo received \$2599.00 to his account in Los Angeles.
13 On the day of the bulk cash deliver, the Defendant received **\$5160.00** of that
14 money in a separate money wire transfer to his account in Los Angeles CA.

15 Between May and July 2016, the DEA UC advised he had several
16 conversations with Casillas about the delivery of 12 kilograms of heroin. They
17 discussed that the heroin would first be brought into Los Angeles, CA and then
18 transported to Washington. The DEA UC ultimately confirmed the transaction
19 was to take place on August 15th, 2016, near Seattle, WA.

20 During the morning of August 15, 2016, members of the EWVGSSTF
21 were surveilling Casillas' Palouse residence in anticipation of the delivery later
22 that day. At approximately 12:21 a.m., a vehicle entered the parking area behind
23 Casillas' residence and parked in an obstructed view of the electronic
24 surveillance. Through electronic monitoring the vehicle was identified as a silver
25 2014 Nissan Altima, bearing WA plate AXM8029. At approximately 7:08 a.m.,
26 a male wearing a red t-shirt, later positively identified as the Co-Defendant

1 Figueroa, and a male wearing a white hat and gray and white striped shirt, later
2 positively identified as Casillas, exited the residence. Figueroa was carrying a
3 large black duffle style bag. Ultimately, Casillas and Figueroa departed the
4 residence utilizing different vehicles.

5 Casillas contacted the DEA UC and advised he was on his way with the
6 supply and further requested directions on how to contact the individual taking
7 delivery in Seattle, WA. At approximately 1:00 pm, the silver Nissan Altima
8 arrived at the meet location near Seattle in tandem with a red Nissan Altima.
9 Prior to the delivery, the DEA UC provided Casillas a serial number of a \$1
10 dollar bill that the parties could exchange, consistent with the code system
11 utilized in the money drops. Figueroa pulled up next to the UC vehicle and
12 requested the aforementioned dollar bill. The UC provided the dollar bill to
13 Figueroa, who looked at the bill, tore it up and told the UC it was in the trunk.
14 The UC and Figueroa went to the trunk area where Figueroa retrieved a black
15 Adidas athletic bag and gave it to the DEA undercover. Casillas was observed by
16 surveillance watching from a distance in the Red Nissan Altima. After the
17 exchange occurred, Casillas and Figueroa were followed for a period of time until
18 they headed back toward the EDWA.

19 The black Adidas bag contained 12 blocks that weighed approximately 1
20 kilogram apiece. One of the blocks was opened and field tested presumptive
21 positive for heroin. An urgent lab request was sent to DEA based upon the
22 appearance of the heroin seized as it had a coloring unknown to law enforcement.
23 The DEA lab confirmed that two of the kilograms contained bunk, or the waste
24 from the manufacture of heroin and Fentanyl. However, the remaining 10
25 kilograms contained over 650 grams of the substance Fentanyl. Heroin was also
26 present in small quantities.

1 The packaging was likewise processed for the presence of identifiable
2 fingerprints. Saucedo and Casillas' fingerprints were both confirmed to be
3 present on the packaging.

4 A number of search warrants were obtained for several identified members
5 of this organization to include Casillas' known residence. Search warrants were
6 also obtained for numerous electronic devices seized. The search of these phones
7 revealed a number of pertinent text messages, saved images and other confirmed
8 connectivity between co-defendants.

9 The Defendant therefore agrees that he conspired with one or more persons
10 to launder money that he knew or had reason to know was obtained from
11 unlawful activity, in this case the conspiracy to and distribution of controlled
12 substances.

13 8. The United States Agrees:

14 (a). Dismissals:

15 At the time of sentencing, the United States agrees to move to dismiss
16 Count 1 of the Second Superseding Indictment, charging the Defendant with
17 Conspiracy to Distribute 500 Grams or More of a Mixture or Substance
18 Containing a Detectable Amount of Methamphetamine, 5 Kilograms or More of
19 Cocaine, 1 Kilogram or More of Heroin and 400 grams or More of N-phenyl-N
20 Propanamide, in violation of 21 U.S.C. §841 (a)(1), (b)(1)(A)(i), (ii)(I), (vi), and
21 (viii); all in violation of 21 U.S.C. § 846

22 (b). Not to File Additional Charges:

23 The United States Attorney's Office for the Eastern District of Washington
24 agrees not to bring any additional charges against the Defendant based upon
25 information in its possession at the time of this Plea Agreement and arising out of
26

1 Defendant's conduct involving illegal activity charged in this Indictment, unless
2 the Defendant breaches this Plea Agreement any time before or after sentencing.

3 9. United States Sentencing Guideline Calculations:

4 The Defendant understands and acknowledges that the United States
5 Sentencing Guidelines (hereinafter "U.S.S.G.") are applicable to this case and that
6 the Court will determine the Defendant's applicable sentencing guideline range at
7 the time of sentencing.

8 (a). Base Offense Level and Application of U.S.S.G. §1B1.3:

9 The Government and Defendant agree and stipulate that this Defendant
10 would not be accountable under the provisions of Relevant Conduct for the
11 overall conduct attributed to the underlying offense. As a result, his base offense
12 level should be 8. *See* U.S.S.G. §2S1.1(a)(2).

13 (b). Specific Offense Characteristics:

14 The parties agree that based upon the money directly laundered by the
15 Defendant, an additional 4 levels should be added based upon the total amount of
16 funds laundered by the Defendant. *See*, U.S.S.G. § 2S1.1 (1)(b) and
17 2B1.1(b)(1)(C).

18 The parties further agree and stipulate that an additional 6 levels is
19 properly added because the Defendant knew the funds were drug proceeds. *See*
20 U.S.S.G. §2S1.1(b)(1).

21 The parties further agree and stipulate that an additional 2 levels is
22 properly added based upon the offense of conviction. *See* U.S.S.G.
23 §2S1.1(b)(2)(B).

1 (c) Role in the Offense:

2 The Defendant intends to recommend to the Court that Defendant is
3 entitled to a mitigating role adjustment pursuant to U.S.S.G. § 3B1.2. The United
4 States reserves its right to oppose any mitigating role adjustment.

5 (b). Acceptance of Responsibility:

6 If the Defendant pleads guilty and demonstrates a recognition and an
7 affirmative acceptance of personal responsibility for the criminal conduct;
8 provides complete and accurate information during the sentencing process; does
9 not commit any obstructive conduct; accepts this Plea Agreement; and enters a
10 plea of guilty no later than the next Pre-Trial Conference, the United States will
11 move for a two (2) or three (3) level downward adjustment in the offense level
12 depending upon whether it is above or below 16, for the Defendant's timely
13 acceptance of responsibility, pursuant to U.S.S.G. §3E1.1(a) and (b).

14 The Defendant and the United States agree that the United States may at its
15 option and upon written notice to the Defendant, not recommend a two (2) or
16 three (3) level downward reduction for acceptance of responsibility if, prior to the
17 imposition of sentence, the Defendant is charged or convicted of any criminal
18 offense whatsoever or if the Defendant tests positive for any controlled
19 substance.

20 Furthermore, the Defendant agrees to pay the \$100 mandatory special
21 penalty assessment to the Clerk of Court for the Eastern District of Washington,
22 at or before sentencing, and shall provide a receipt from the Clerk to the United
23 States before sentencing as proof of this payment, as a condition to this
24 recommendation by the United States.

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1 (c). Criminal History:

2 The United States and the Defendant understand that the Defendant's
3 criminal history computation is tentative and that ultimately the Defendant's
4 criminal history category will be determined by the Court after review of the
5 Presentence Investigative Report. The United States and the Defendant have
6 made no agreement and make no representations as to the criminal history
7 category, which shall be determined after the Presentence Investigative Report is
8 completed.

9 10. Safety Valve:

10 The United States and the Defendant agree that the provisions of the safety
11 valve do not apply to this offense. However, should the defendant otherwise
12 meet all of its requirements, the United States will recommend that the Court
13 depart two levels pursuant to application of the 18 U.S.C. § 3553(a) factors.

14 11. Departures:

15 The Defendant intends to request downward departures and variances from
16 the sentencing guidelines. The United States reserves its right to oppose any
17 downward departure, except as detailed in ¶ 10, supra.

18 12. Length of Incarceration:

19 The parties are free to argue any appropriate sentence.

20 13. Criminal Fine:

21 The United States and the Defendant are free to make whatever
22 recommendation concerning the imposition of a criminal fine that they believe is
23 appropriate.

24 //

25 //

26 //

1 14. Supervised Release:

2 The parties agree to recommend that the Court impose a 3-year term of
3 supervised release, to include the following special conditions, in addition to the
4 standard conditions of supervised release:

5 (1) that the Defendant's person, residence, office, vehicle, and
6 belongings are subject to search at the direction of the Probation Office;
7 and

8 (2) that the Defendant have no contact with any witnesses or Co-
9 defendants in this cause number.

10 15. Mandatory Special Penalty Assessment:

11 The Defendant agrees to pay the \$100 mandatory special penalty
12 assessment to the Clerk of Court for the Eastern District of Washington, at or
13 before sentencing, pursuant to 18 U.S.C. § 3013 and shall provide a receipt from
14 the Clerk to the United States before sentencing as proof of this payment.

15 16. Payments While Incarcerated:

16 If the Defendant lacks the financial resources to pay the monetary
17 obligations imposed by the Court, the Defendant agrees to earn the money to pay
18 toward these obligations by participating in the Bureau of Prisons' Inmate
19 Financial Responsibility Program.

20 17. Additional Violations of Law Can Void Plea Agreement:

21 The Defendant and the United States agree that the United States may at its
22 option and upon written notice to the Defendant, withdraw from this Plea
23 Agreement or modify its recommendation for sentence if, prior to the imposition
24 of sentence, the Defendant is charged or convicted of any criminal offense
25 whatsoever or if the Defendant tests positive for any controlled substance.

18. Appeal Rights:

2 In return for the concessions that the United States has made in this Plea
3 Agreement, the Defendant agrees to waive his right to appeal the conviction and
4 sentence if the Court imposes a prison term no higher than the applicable
5 guideline range and imposes no more than 3 years supervised release. Defendant
6 further expressly waives his right to file any post-conviction motion attacking his
7 conviction and sentence, including a motion pursuant to 28 U.S.C. § 2255, except
8 one based upon ineffective assistance of counsel based on information not now
9 known by Defendant and which, in the exercise of due diligence, could not be
10 known by Defendant by the time the Court imposes the sentence. Should the
11 Defendant successfully move to withdraw from this Plea Agreement or should
12 the Defendant's conviction on Count 2 of the Second Superseding Indictment be
13 dismissed, set aside, vacated, or reversed, the Plea Agreement shall become null
14 and void; the United States may move to reinstate all counts of Indictment No.
15 4:15-CR-6049-EFS; and the United States may prosecute the Defendant on all
16 available charges involving or arising out of Indictment No. 4:15-CR-6049-EFS.
17 Nothing in this Plea Agreement shall preclude the United States from opposing
18 any post-conviction motion for a reduction of sentence or other attack of the
19 conviction or sentence, including, but not limited to, proceedings pursuant to 28
20 U.S.C. § 2255 (writ of habeas corpus).

19. Integration Clause:

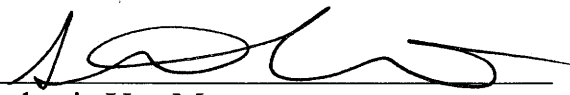
21 The United States and the Defendant acknowledge that this document
22 constitutes the entire Plea Agreement between the United States and the
23 Defendant, and no other promises, agreements, or conditions exist between the
24 United States and the Defendant concerning the resolution of the case. This Plea
25 Agreement is binding only upon the United States Attorney's Office for the
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1 Eastern District of Washington, and cannot bind other federal, state or local
2 authorities. The United States and the Defendant agree that this agreement
3 cannot be modified except in a writing that is signed by the United States and the
4 Defendant.

5
6
7 Approvals and Signature

8
9 Agreed and submitted on behalf of the United States Attorney's Office for
10 the Eastern District of Washington.

11
12 JOSEPH H. HARRINGTON
13 United States Attorney

14 
15 Stephanie Van Marter
16 Assistant U.S. Attorney

17
18 3/6/15
19 Date

20 I have read this Plea Agreement and have carefully reviewed and discussed
21 every part of the agreement with my attorney. I understand and voluntarily enter
22 into this Plea Agreement. Furthermore, I have consulted with my attorney about
23 my rights, I understand those rights, and I am satisfied with the representation of
24 my attorney in this case. My attorney has advised me that by pleading guilty to
25 the charge relevant to this Plea Agreement, as of this date deportation appears to
26 be a virtual certainty. No other promises or inducements have been made to me,
27 other than those contained in this Plea Agreement and no one has threatened or

1 forced me in any way to enter into this Plea Agreement. I am agreeing to plead
 2 guilty because I am guilty.

3 Salvador Gudino
 4 SALVADOR GUDINO CHAVEZ
 5 Defendant

6 MARCH 2018
 Date

6
 7 I have read the Plea Agreement and have discussed the contents of the
 8 agreement with my client. The Plea Agreement accurately and completely sets
 9 forth the entirety of the agreement between the parties. I concur in my client's
 10 decision to plead guilty as set forth in the Plea Agreement. I have further advised
 11 my client by pleading guilty to the charge relevant to this Plea Agreement, as of
 12 this date deportation appears to be a virtual certainty. There is no legal reason
 13 why the Court should not accept the Defendant's plea of guilty.

14
 15 Gregory Scott
 16 Attorney for the Defendant

6 MARCH 2018
 Date

17
 18 I hereby certify that I have read and translated the entire foregoing
 19 document to the Defendant in a language with which he is conversant. If
 20 questions have arisen, I have notified the Defendant's counsel of the questions
 21 and have not offered nor given legal advice nor personal opinions.

22 Angela Perez Lopez
 23 Interpreter

03/06/2018
 Date